



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	798 of 2025
Date of filing.:	20.06.2025
Date of first hearing.:	18.08.2025
Date of decision.:	10.09.2026

Renu Khatter D/o Sh. Madan Lal Khatter
R/o Tower-1, Flat no. 305, Puri Pratham Society,
Greater Faridabad, Sector-84
Faridabad, Haryana-121002

....COMPLAINANT

VERSUS

M/S BPTP Limited
M-11, Middle Circle, Connaught Circus,
New Delhi-110001

....RESPONDENT

CORAM:	Parneet Singh Sachdev	Chairman
	Nadim Akhtar	Member
	Dr. Geeta Rathee Singh	Member
	Chander Shekhar	Member

Present: - None for complainant.

Mr. Hemant Saini, Counsel for the respondent through VC.

ORDER (PARNEET S. SACHDEV-CHAIRMAN)

1. Present complaint has been filed by complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of project, details of sale consideration, amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project.	Park Elite Floors, Parklands, Faridabad.
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Not Registered
4.	Details of unit.	P-4-21-SF, 1418 sq. ft.
5.	Date of Allotment	24.12.2009

6.	Date of builder buyer agreement	01.05.2010
7.	Due date of possession (24+6 months)	01.11.2012 (as claimed by complainant in its pleadings and reliefs sought)
8.	Possession clause in BBA (Clause 4.1)	Subject to Clause 13 herein or any other circumstances not anticipated and beyond the control of the Seller/Confirming Party and any restraints/restrictions from any courts/authorities and subject to the Purchaser(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement including but not limited to timely payment of total Sale Consideration and Stamp Duty and other charges and having complied with all provisions, formalities, documentation etc., as prescribed by the Seller/Confirming Party, whether under this Agreement or otherwise, from time to time, the Seller/Confirming Party proposes to hand over the possession of the Floor to the Purchaser(s) within a period of 24 months from date of sanction of building plan. The Purchaser(s) agrees and understands that the Seller/Confirming Party shall be entitled to a grace period of 180 (One Hundred and Eighty) days, after the expiry of 24 months, for

		applying and obtaining the occupation certificate from the concerned authority. The Seller/Confirming Party shall give Notice of Possession to the Purchaser(s) with regard to the handing over of possession, and in the event the Purchaser(s) fails to accept and take the possession of the said Floor within 30 days thereof, the Purchaser(s) shall be deemed to be custodian of the said Floor from the date indicated in the notice of possession and the said Floor shall remain at the risk and cost of the Purchaser(s).
9.	Total sale consideration	₹ 25,56,002/-
10.	Amount paid by complainants	₹14,22,488/-
11.	Offer of possession	Not made
12.	Cancellation letter	22.02.2025
13.	Occupation Certificate	18.03.2023
14.	Conveyance deed in favor of third party	21.08.2025

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of complaint are that the complainant-allottee had booked a unit in the project of the respondent namely "Park Elite Floors" situated at Sector 84, Faridabad, Haryana by paying booking amount of

Rs 3,00,000/- on 01.06.2009, Allotment letter for unit no. P-4-21-SF, 1418 sq. ft was issued in favor of complainant by respondent on 24.12.2009.

4. That a builder buyer agreement was executed between the complainant and respondent on 01.05.2010 and as per clause 4.1 of the agreement, possession of the unit was to be delivered within a period of twenty four (24) months from the date of agreement along with further grace period of 180 days. Considering said timelines, the deemed date of possession works out to 01.11.2012.
5. That the kind of fraud exacted on the complainants by the developer respondent can be gauged from the fact that the respondent had terminated the provisional allotment of the complainant vide letter dated 05.07.2013 for default in payment and forfeited the earnest money however they hid the lapses on behalf of the respondent.
6. Upon the termination being strongly opposed by the complainant and following meetings between the two on 26.10.2015 and 27.10.2015 respectively the Respondent offered her two options via letter dated 30.10.2015 of which the complainant chose the 1st option i.e restore the booking of the said unit and revive the provisional allotment upon receipt of all outstanding payment. Consequently the Complainant chose the restoration of the booking whereas the respondent did not provide the

statement of accounts to the complainant which was necessary to ascertain what amount is due) despite her repeated requests. A copy of this letter restoring the provisional allotment / booking is appended as Annexure -C5.

7. That on incessant requests from the Complainant, the Respondent sent a statement of accounts dated July 22,2019 confirming a receipt of 14,22,488/-. However through this statement of accounts the Respondent also levied an arbitrary interest of 8,60,395/-. A copy of this statement of accounts issued by the respondent is appended as Annexure C6.
8. That the respondent failed its duty to provide the statement of accounts and on 22.02.2025 the respondent sent an email to the complainant stating that her booking was terminated. A copy of the email terminating the booking is appended as Annexure C7.
9. That the Respondent has failed to handover possession until now i.e. even after it being almost 12½ years from the date of booking.
10. That it is pertinent to bring to the notice of this Hon'ble Authority that the Complainant had made his last payment on 27.08.2011 and by then she had already made a total payment of 14,22,488/- out of the total consideration amount of 25,56,002/-.



11. That the complainant had stopped making further payments as demanded by the Respondent only when she observed that no construction was underway qua her Block P of the Project and despite multiple enquiries, there was no communication from the Respondent in respect of the block left orphaned. The fact that the Occupation Certificate was issued only in November 2023 despite the promised date of delivery after the liberal grace period being 01.11.2012 clearly proves that the P-Block was completed 11 years after the promised date of delivery. It is necessary to note that even as on date of this complaint the Project still does not have a completion certificate and there is no communication to any one whether in the public domain or otherwise as to when this project will get its completion certificate.
12. That all along the Complainant(s) have been relentlessly following up with the respondent through various platforms be it repeated calls, visits and emails written by the complainants and pleading them to deliver the possession of their dream home but at all such instances the queries of the Complainant(s) fell on deaf ears and no tangible reply or promise was ever received from the respondent except vague statements that the Project was delayed due to some unforeseen circumstances. Much to the despair, anguish and frustration of the complainants, the respondent has



remained noncommittal till date. Copies of some of the email communications between the parties is annexed as Annexure C8(colly).

13. That the complainant has received the property tax notice from the Municipal Corporation Faridabad for the above said flat P4-21-SF, the copy of the Bill and the payment receipt dated 24th February 2025 is appended as Annexure C9.

14. That the Respondent received the Occupation Certificate for Block-"P" only in November 2023 wherein the Complainant's unit no. 21 is situated in tower P4.

15. That the Complainant is entitled to a delay penalty of - $[14,22,488 \times 10.65\% \times 11]$ 16,66,444.692/- (Sixteen lakhs Sixty Six thousand Four hundred Forty four and sixty nine paise only) calculated from 01.11.2012 (promised date of possession) to 01.11.2023 (the date of receipt of the occupation certificate).

16. That the complainant seeks the possession of her Flat in a habitable condition, complete in all respects together with the Registration, the Execution of the Conveyance Deed copies of all relevant statutory compliances including the copy of the occupation certificate.



17. That the complainants are not liable to pay any maintenance charges to the Respondents unless the possession has been handed over to the complainants and the conveyance deed has been executed in their favour.

18. That the respondents are liable to pay a delay penalty to the respondents as per the stipulations laid down under the RERA Rules and vide the principle laid down in Madhu Sareen vs. BPTP Ltd. in RERA-PK1-113-2019.

19. That shocked as they should be, the Complainant(s) tried to meet and discuss the matter with the Opposing Parties who turned a deaf ear and challenged the Complainant to seek whatever remedy that she wishes to seek and that it does not bother them as they have a well-placed legal team to attend to such situations. Feeling aggrieved, present complaint has been filed.

C. RELIEF SOUGHT

20. That the complainant seeks following relief and directions to the respondent:-

- i. Quash the Termination letter/email dated 22.02.2025.
- ii. Direct the Respondent to pay to the Complainants 16,66,444.69/- towards delay penalty accrued from the promised date of delivery i.e.

01.11.2012 calculated upto the date of issuance of the occupation certificate i.e. 01.11.2023.

- iii. Direct the Respondent to send to the Complainant, a revised offer of Possession after adjusting the delay penalty to the Complainant together with registration and also to execute the conveyance deed within 4 weeks from the date of the order of this Authority in this matter.
- iv. Direct the Respondent to handover the possession of her Flat no. P4-21-SF without any further delay alongwith directions to complete the registration/conveyance formalities within 4 weeks of the Order of this Hon'ble Authority.
- v. Direct the Respondent to pay to the Complainant a sum of 1,00,000/- to the Complainant(s) towards litigation costs;
- vi. Grant any other and further relief in favour of the Complainant as this Hon'ble Commission may deem fit and proper in the fact and circumstances of the case

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondents filed detailed reply on 09.01.2026 pleading therein:

21. That the Complainant, after conducting his due diligence and sought to book an independent residential floor in the project of the Respondent

known under the name and style of "Park Elite Floors". A copy of the Booking form is annexed as Annexure R1.

22. That complainant allotted tentatively an independent floor bearing no. P4-21 on Second Floor Block P, tentatively admeasuring 1,418 sq. ft vide the provisional allotment letter dated 24.12.2009. A copy of the Allotment Letter dated 24.12.2009 is annexed as Annexure R2.

23. Floor Buyer's Agreement was executed between the parties on 01.05.2010. That the parties also executed an addendum to the Floor Buyer's Agreement dated 01.05.2010. A copy of the Floor Buyer's Agreement dated 01.05.2010 is annexed as Annexure R3. A copy of the Addendum to the Floor Buyer's Agreement dated 01.05.2010 is annexed as Annexure R4.

24. That it is pertinent to highlight that it was agreed between the Parties that the area of the Unit is tentative and subject to change, as also agreed under the clause 1.2 of FBA.

25. That, as per clause 4.1 of FBA read with clause 2 of the Addendum, the due date of possession was proposed to be handed over in 24 months from the date of execution of the Floor Buyer's Agreement or on completion of payment of 35% of the Basic Sale Price along with 20% of IDC and IDC by the Allottee, whichever is later, with a grace period of 180 days. At this stage, it is submitted that the benefit of grace has to be given, as has also been considered by the Ld. Tribunal, Chandigarh, in the



case titled as Emaar MGF Land Ltd. vs Laddi Praramjit Singh. Appeal no. 122 of 2022 that if the grace period is mentioned in the clause, the benefit of the same is allowed.

26. That the construction of the unit was deeply affected by force majeure circumstances, the benefit of which is bound to be given to the respondent in accordance with clauses 4.1 and 14 of the FBA r/w clause 2 of the Addendum.

27. That in the year 2012, on the directions of the Hon'ble Supreme Court of India, the mining activities of minor minerals (which includes sand) were regulated. The Hon'ble Supreme Court directed the framing of modern mineral concession rules. Reference in this regard may be taken from the judgment of *Deepak Kumar v. State of Haryana*, (2012) 4 SCC 629, where the competent authorities took substantial time in framing the rules in case where the process of the availability of building materials including sand which was an important raw material for the development of the said Project became scarce. The respondents no. 1 was faced with certain other force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc. It is

pertinent to state that the National Green Tribunal in several cases related to Punjab and Haryana had stayed mining operations including in O.A No. 171/2013, wherein vide Order dated 02.11.2015, mining activities by the newly allotted mining contracts by the state of Haryana was stayed on the Yamuna River bed. Thus, on account of several orders, directions passed by the various authorities/forum hindered the development of project. Ban by NGT vide order dated 19.07.2016 for 30 days, Ban by Environment Pollution Authority vide order dated 07.11.2017 and 01.11.2019 for 90 days and 4 days respectively and Ban by Hon'ble Supreme Court vide order dated 04.11.2019 for 102 days.

28. That additionally, even before the normalcy could resume, the world was hit by the Covid-19 pandemic. That the Covid-19 pandemic resulted in serious challenges to the project with no available labourers, contractors etc. for the construction of the project. The Ministry of Home Affairs, GOI vide notification dated 24.03.2020 bearing no. 40-3/2020-IDM-1 (A) recognized that India was threatened with spread of Covid-19 pandemic. By virtue of various subsequent notifications, the Ministry of Home Affairs, GOI further extended the lockdown from time to time. Various State Governments, including the Government of Haryana have also enforced various strict measures to prevent the pandemic including imposing curfew, lockdown, stopping all commercial activities, stopping all construction activities. Despite, after above stated obstructions, the

nation was yet again hit by the second wave of Covid-19 pandemic and again all the activities in the real estate sector were forced to stop. That considering the wide spread of Covid-19, firstly night curfew was imposed followed by weekend curfew and then complete curfew. That during the period from 12.04.2021 to 24.07.2021 (103 days), each and every activity including the construction activity was banned in the State. Therefore, it is safely concluded that the said delay in the seamless execution of the Project was due to genuine force majeure circumstances and the said period shall not be added while computing the delay. That from the facts indicated above and documents appended, it is comprehensively established that a period of 313 days was consumed on account of circumstances beyond the power and control of the Respondent, owing to the passing of aforesaid Orders by the statutory authorities. All the circumstances stated come within the meaning of force majeure as stated above.

29. That in addition to the above, the construction was also affected by the act of non-receipt of timely payment against the Unit. That timely payment of installments is the essence of the agreement, accordingly, the Respondent raised demands upon reaching respective milestones but the Complainant unlawfully and malafidely failed in making the complete payments. At this stage, it is also noted upon admeasuring the dimensions of the Unit in July 2011, the area of the Unit was noted to have increased

from 1418 sq. ft. to 1565 sq. ft. The same was duly communicated to the Complainant vide letter dated 28.07.2011 and the demands for the outstanding dues on the basis of the increased area was also raised. Number of reminders were issued by the respondent to complainant. Copies of demand letters, payment receipt and reminders are annexed as Annexure R-5.

30. That the Complainant has been a chronic defaulter and miserably defaulted in adhering to the obligation of making the timely payment. The out of total cost of the unit of Rs.34,85,317.32/-, and the Complainant has made payment of only Rs. 14,22,488/- against the same. As is widely known and understood that the continuous flow of funds is pertinent to the real estate industry, it is submitted that upon the failure of the Complainant in making due payments as per the schedule agreed upon, it has a cascading effect on the operations and the cost for proper execution of the Project increases exponentially and further causes enormous business losses to the Respondent. It is further submitted that despite there being a number of defaulters in the Project, the Respondent had to infuse funds into the Project and has diligently developed the Project in question. That the Respondent, despite defaults on the part of the Complainants, earnestly fulfilled its obligation under the Floor Buyer's Agreement and completed the Project as expeditiously as possible in the facts and circumstances of the case.



31. That although the Complainant was very well aware of the fact that the timely remittance of the due payments is of the essence, the Complainant miserably failed to perform their obligations and had stopped making payments as per the chosen Payment Plan. The last payment made by the Complainant was on 30.06.2011 and thereafter no payment was made by the Complainant.
32. That in not making the due payments, not only have the Complainants violated the Agreement but also the Real Estate (Regulation and Development) Act, 2016, under which the Complainant was obligated to make payment, and despite repeated reminders and various opportunities, miserably failed to do so. Accordingly, the Complainant stood in fundamental breach of the Agreement.
33. That the Complainant willingly and voluntarily defaulted in making payment of the balance sales consideration, as is evident from the table above. The Respondent has sent various reminders, but to no effect.
34. That the unit allotted to the Complainant was terminated vide Termination Letter dated 05.07.2013. However, the Respondent, being a customer-centric company, granted an opportunity to the Complainant to restore the allotment of the said unit vide letter dated 30.10.2015. Despite the same, the Complainant continued to remain in default and never came forward to make further payments towards the unit. Thereafter, emails dated 22.02.2025 were sent to the Complainant requesting him to collect

the refund cheque dated 21.02.2025, bearing Cheque No. 993863, amounting to Rs.10,75,881/- (Rupees Ten Lakhs Seventy-Five Thousand Eight Hundred and Eighty-One Only), towards the total refund issued by the Respondent but the Complainant never came forward to collect the same. The letter dated 30.10.2015, Termination Letter dated 05.07.2013, and email dated 22.02.2025 are annexed as Annexure R-6 (Colly).

35. However, the Complainant continued their default of non payment due to which ultimately led to the termination of their unit on 24.02.2025. It is submitted that the default of the Complainant existed from 30.06.2011, despite multiple opportunities having been given to the Complainant, hence the Respondent was restrained to terminate the allotment of the Complainant on 24.02.2025. A copy of the Termination Letter dated 24.02.2025 is annexed as Annexure R7.

36. That upon the non-payment by the complainant, the complainant was considered under default under clause 6.1, and upon the failure of the complainant to pay due amounts/installments, the respondent had the complete right to terminate the unit of the complainant.

37. It is essential to state at this instance that the Respondent had validly completed the construction of the project and had obtained the Occupation Certificate on 18.03.2023. A copy of the Occupation Certificate on 18.03.2023 is annexed as Annexure R8.



38. That no person should be granted the benefit of their own wrong is a settled principle of law, and is squarely applicable in the present case, where the default of the Complainant had led to the termination of the Unit. Hence, no benefit of any sort, including but not limited to delay possession charges or a refund along with interest, should be granted to the complainant. The allotment of the Complainant stands cancelled; thus, the present claim against the Respondent Company is infructuous.
39. It is pertinent to mention herein that the Respondent has already transferred the ownership of the unit to a third party, as the unit has been sold to Mr. Dhananjay Tomar and Mrs. Srishti Singh, who enjoy the complete rights and ownership over the unit. It is submitted that after termination of the unit on 24.02.2025, the unit has been sold to Mr. Dhananjay Tomar and Mrs. Srishti Singh vide Allotment Letter dated 27.03.2025 and Floor Buyer's Agreement dated 24.04.2025. Thereafter, the lawful ownership of the unit was transferred to the third party via Conveyance Deed dated 21.08.2025. Hence, any relief against the unit cannot be imposed upon the Respondent as the Respondent has no rights or title over the said unit. It is submitted that in such cases where third-party rights have been created, and a conveyance deed has been executed, the complaint seeking possession is infructuous and should be dismissed. The copies of the Allotment Letter dated 27.03.2025, the Floor Buyer's



Agreement dated 24.04.2025, and the Conveyance Deed dated 21.08.2025 are annexed as Annexure R9(Colly).

40. That pursuant to the execution and registration of the said Conveyance Deed, the Respondent no longer retains any right, title, or interest in the subject property, and consequently, the relief of possession as claimed by the complainant has become infructuous and legally untenable.

E. ARGUMENTS OF COUNSEL FOR COMPLAINANT AND RESPONDENT

41. On hearing dated 14.05.2026, parties had already advanced their arguments. They had reiterated the submissions as made in their pleadings.
42. Today, an email dated 10.09.2026 has been received from Adv. Denson Joseph, Id. counsel for complainant praying for an adjournment stating that *'I am travelling to my parental home and hence unavailable. The matter may be posted for any date convenient the Authority for which I shall be grateful'*.
43. At this stage, when proceedings of case is complete and arguments had already been heard, Authority decides to proceed with the case on merits on the basis of available documents. Further, a query was raised to Id. counsel for respondent as to whether any amount was refunded to complainant after cancellation or not? To which, he replied that copy of



cheque prepared towards refund of amount was shared with complainant but he did not come forward to accept the same.

G. ISSUES FOR ADJUDICATION

44. Whether the complainant is entitled to the reliefs sought or not? If yes, the quantum thereof.

H. OBSERVATIONS OF THE AUTHORITY

45. Factual matrix of the case is that a unit was booked in the project being developed by the respondent namely "Park Elite Floors" situated at Sector 75 to 85, Faridabad, Haryana by complainant in the year 2009. Allotment letter for unit no. P-4-21-SF having area 1418 sq. ft was issued by respondent in favor of complainant on 24.12.2009. A builder buyer agreement for the unit in question was executed between both the parties on 01.05.2010. An amount of ₹14,22,488/- has been paid by the complainant against the basic sale consideration of ₹ 25,56,002/-.
46. As per clause 4.1 of the agreement possession of the unit should have been delivered within a period of (24) months from the date of sanction of building plan. Since, date of sanction of building plan has not been disclosed by the respondent, so deemed date of possession has to be calculated by taking 24 months from date of agreement. Complainant himself admits the deemed date of possession as 01.11.2012 and is seeking delay interest from 01.11.2012 only in relief sought. Hence, deemed date of possession will be taken as 01.11.2012.

47. Respondent in its written reply has admitted the fact pertaining to allotment, execution of agreement and receipt of paid amount. He objected to the complaint by stating that unit stands terminated vide final opportunity letter dated 05.07.2013. Complainant has made last payment of ₹ 52,048/- on 27.08.2011. Fact of not making any payment since 2011 has not been denied by complainant also. Complainant has approached the Authority after gap of around 13-14 years, so claim of complainant for possession is hopelessly time barred.

48. Grievance of the complainant herein is that respondent had cancelled the allotment of unit in year 2013 and thereafter restored the allotment of unit in year 2015. But possession has not been offered till date. Rather an email dated 24.02.2025 still persists upon the issue of termination of unit. Moreover, respondent did not choose to act upon said termination as no refund of any paid amount has been made till date. It is the stand of respondent that complainant himself not keen to make payments on time and due to his continuous defaults, the allotment of unit was terminated in year 2013. An option to restore the allotment was given to complainant by way of letter dated 30.10.2015 but the same was not acted upon by the complainant till date.

49. After considering submissions of both parties, Authority is of view that relevant provisions of agreement dated 01.05.2010 along with payment plan opted by complainant needs to be examined which are as follows:-



Clause 1.8 of agreement

*In case, the Purchaser(s) has opted for a construction linked Payment Plan (Annexure C), the Seller/Confirming Party shall send call/demand notices for payment of installments **on completion of the respective stages of construction**. The call/demand notices shall be sent by either Speed Post or Courier and shall be deemed to have been received by the Purchaser(s) within 05 days of dispatch by the Seller/Confirming Party.*

Clause 11.2 of agreement-Termination, Cancellation and Forfeiture:

That the timely payment of each installment as per the annexed Payment Plan Annexure C is the essence of this agreement. It will be incumbent on the part of the purchaser to comply with all the terms of the payment and other terms and conditions of sale failing which the agreement is liable to be terminated/cancelled at the sole discretion of the Seller/Confirming party. In case, payment of any installment as specified herein is delayed, the purchaser shall pay late payment charges and interest on the amount due @18% per annum upto the date of actual payment thereof.

50. Payment plan opted Annexure C-Construction Linked Plan in reference to payments made therein is mentioned below for reference:-

Sr. No.	Installments as per plan	Demand raised	Receipt date (payments made by complainant)
1.	Booking Amount	-----	Paid Rs 3 lacs on 01.06.2009
2.	Within 90 days of booking-Complete 25% of BSP	09.08.2009 for Rs 3,13,440/-	Paid Rs 3,37,722/- on 24.08.2009.
3.	Within 150 days of booking-10% of BSP + 20% of EDC/IDC	05.10.2009 for Rs 2,69,565/-	Paid Rs 2,69,564.80/- on 23.10.2009.
4.	At the start of	To be paid upto 23.10.2009 24.02.2010 for	Paid Rs 2,78,177/- on

	construction-10% of BSP+40% of PLC+DC-20% of EDC/IDC.	Rs 2,78,177/- To be paid upto 26.03.2010	26.03.2010.
5.	On casting of ground floor slab-10% of BSP+20% of PLC & EDC+IDC.	12.08.2010 for Rs 2,51,694/- To be paid upto 27.08.2010	Paid with delay on 30.06.2011 Rs 2,51,695/-
6.	Letter intimating revision in super built up area from 1418 sq. ft to 1565 sq. ft. Demand of Rs 2,08,190.57/- was raised in four equal instalments.	Rs 52,047.64/- upto 27.08.2011 Rs 52,047.64/- upto 26.09.2011 Rs 52,047.64/- upto 26.10.2011 Rs 52,047.64/- upto 25.11.2011	Paid Rs 52,047/- on 27.08.2011
7.	On casting of first floor slab-10% of BSP+20% of PLC & EDC+IDC.	23.08.2011 for Rs 5,72,335.40/- To be paid upto 07.09.2011	Not Paid.
8.	On casting of second floor slab-10% of BSP+20% of PLC & EDC+IDC.	09.09.2011 for Rs 3,25,952.25/- To be paid upto 24.09.2011	Not Paid.
9.	On completion of brick work-10% of BSP+30% of CMC	03.11.2011 for Rs 12,02,434.32/- To be paid upto 18.11.2011	Not Paid.



10.	Final demand notice for payment of outstanding amount for allotment of unit no. P-4-21-SI	15.03.2012 for Rs 12,01,434.32/-	Not Paid.
11.	Termination/cancellation in respect of unit no. P-4-21-SI	05.07.2013	Relevant Content of document: <i>Despite receipt of the last and final opportunity vide our final notice, you have deliberately to pay the overdue payments as per the terms thereof. Thus, your willful failure to comply with the terms of the final notice expressly signifies your acceptance and confirmation to termination/cancellation of allotment of the aforesaid unit as on date of the final notice and hence, your booking/allotment/agreements in respect of unit no. P-4-21-SI stands cancelled/terminated with effect from the date of final notice.</i>
12.	Letter dated 30.10.2015 issued by respondent to complainant pertaining to discussion/meeting on issue of termination	30.10.2015	Relevant Content of document: <i>This is with reference to the meeting held with Mr. Deepak Kapoor (Head Customer Care) on 26th October, 2015 and subsequent conversation on 27th October, 2015.</i> <i>As you are aware of the facts that your provisional allotment in Park Elite Floors was terminated due to your extended default in making payment vide our letter dated 05.07.2013 inviting forfeiture of earnest money deposit as per the terms of the agreement executed.</i>

			<i>However, as a very special case, as already communicated to your over the phone, we have offered the following two option:</i> <i>i.Restore your booking for the said unit and revive the provisional allotment upon receipt of all outstanding payment or</i> <i>ii.Refund of the amounts paid by you upon execution of all necessary documents/ settlement deed alongwith SBI Term Deposit rate without forfeiting the agreed earnest money.</i> <i>I request you to communicate your decisions to us at the earliest. In case of any further assistance, please feel free to contact us. We shall be pleased to assist you.</i>
13.	Perusal of record reveals that no letter/payment was made by complainant in compliance of letter dated 30.10.2015. Complainant accepts receipt of it and states it to be as 'restoration of allotment in his favor'. Post issuance of said letter offer of alternate units was also discussed between the parties in year 2016. No communication/payment during the period 2016 to 2019.		
14.	Complainant had sent various mails asking as to when possession of unit will be delivered	30.01.2019	Content of mail: <i>30.01.2019 -When my flat will be ready and when can have possession of same. Its now 10 years and refer my decision of investing with BPTP for home. Its tough to pay monthly rent and awaiting to get rid of same from last 7 years in hope to get possession of my flat. BPTP has made life miserable</i>

				<i>as huge amount of hard earned money is stuck for dream home. Show some humanity and reply back.</i> <i>15.07.2019-Please advise the status of my flat as well as payment statement for the same.</i>
15.	Statement of account for receivables and payables showing paid amount as Rs 14,22,488/- and due amount as Rs 20,62,829.32/-	22.07.2019		Issued by respondent in reply to mail dated 15.07.2019.
16.	Emails by complainant seeking possession and account statement during the period 2021 to 2023. But no payment. No communication/payment during the period 2023 to 2025.			
17.	Email conveying cancellation of unit to complainant.	Issued by respondent on 22.02.2025		Content: <i>We regret to inform you that despite numerous reminders and adequate opportunities being given to you, you have deliberately and repeatedly failed to pay the overdue outstanding amounts. We, as a goodwill gesture, had served you numerous reminder and adequate opportunities to clear the outstanding amounts overdue for payment alongwith accumulated interest thereon on the terms contained therein to avoid the cancellation/termination of the agreement.</i> <i>Thus, your willful failure to comply with the terms of the final notice expressly signifies your acceptance and confirmation to termination/cancellation of allotment unit/plot and</i>



18.	Email dated 24.02.2025 written by complainant to respondent objecting to termination of unit.	24.02.2025	<i>pursuant to the termination letter allotment of unit/plot and agreement stands terminated.</i> <i>Copy of Cheque dated 21.02.2025 for an amount of Rs 10,75,881/- has been attached for reference. You are hereby requested to collect the refund cheque and surrender original agreement as noted above, at our Next Door office and undertake other cancellation formalities within 7 days from the date of this letter.</i> <i>Content: I am writing to formally clarify that I do not accept the termination letter you are referring to from 2013, as it was revoked and multiple alternate options were offered due to lapses on BPTP's part. As the project has now been finalized with Occupancy Certificate. I have been continuously following up since 2021 for the latest statement of account in order to clear the dues and take possession of my flat.</i> <i>As per your recent communication, I understand that the concerned office handling this matter is located in the next door office in Sector 75, Faridabad which is nearby. I will personally visit tomorrow at 11 am to collect the statement of account and possession letter upon</i>
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		<i>settlement of the outstanding dues. I request your cooperation in ensuring a smooth handover of my flat P4-21, 2nd floor with customer code 117031 which is the one allotted to me.</i>
19.	Allotment of unit in question to third party on 27.03.2025. Builder buyer agreement executed with third party on 24.04.2025. Conveyance deed in favor of third party on 21.08.2025.	
20.	Complaint filed on 20.06.2025 seeking possession of unit after quashing the termination letter.	

51. Aforesaid table clearly provides that complainant had duly honored the demands upto stage of casting of ground floor slab by making payment of ₹ 2,51,695/- on 30.06.2011. Thereafter, respondent had raised demands on account of casting of first floor slab on 23.08.2011 which was not honored by complainants. Accordingly, demand was raised by respondent on 09.09.2011 on account of casting of second floor slab and on 03.11.2011 on account of casting of brick work, which was also not honored by complainant. Hence, termination was carried out by respondent on 05.07.2013 after issuing final demand notice on 15.03.2012.

52. It is pertinent to mention here that as on November, 2011 the respondent had achieved the stage of casting of second floor slab. As per clause, 1.8 of agreement, the installment was raised only when the stage stands achieved. Here, it is not the case of complainant that respondent without achieving the stage mentioned in demand letters, had asked the complainant to pay the

amount. Nor it has been pleaded that demand letters were not in consonance with the payment plan-construction linked payment plan. In these circumstances, even if we take deemed date of possession as 01.11.2012, it is evident from demand letters that respondent was getting the unit of complainant constructed by utilizing the amounts paid by complainant. Had it been the case that complainant could have honored the demand letters, the date of handing over of possession could have been achieved by year 2013-2015. Moreover, the interest of complainant was secured, in case of delay, the respondent was liable to pay interest in shape of delay interest.

53. Complainant neither in their pleadings nor at time arguments have been able to justify the act of not making the payment in terms of demand letters raised after August, 2010. Last payment was made on 30.06.2011 to the tune of Rs 2,51,695/-.

54. After issuance of termination letter in year 2013, the complainant was given two options vide letter dated 30.10.2015, first to restore the booking after making payment of outstanding payment and second; refund of amount along with SBI term deposit rate without forfeiting earnest money. To this, complainant did not show any compliance or payment till date. In year 2016, alternate units were already discussed between the parties. Thereafter, in year 2019, complainant by way of statement of account dated 22.07.2019 was aware of the outstanding amount as on that date. But no payment/letter confirming refund of amount has been made by complainant till date. Complainant was

agitating his issues in mails (last mail is of year 2023) but choose not to pay the outstanding amount. The complainant after availing a cooling off period had chosen to not pursue the allotment qua the unit in question for reasons best known to him. The terms of agreement, if any, between the parties ended after the complainant had chosen not to pay the outstanding amount and acted towards acceptance of fate of cancellation of unit. It is only after mail of February, 2025, which conveyed termination to complainant (no amount was made by complainant after passage of 10-12 years of final demand notice dated 15.03.2012), complainant chose to file present complaint on 20.06.2025. Meanwhile, unit was allotted to third party on 27.03.2025. Conveyance deed stands executed on 21.08.2025. Fact remains that last payment was made by complainant in year 2011. Complainant being aware of position that termination has already been done and outstanding amount is payable on his part. But still complainant despite receipt of several notices/discussions chose not to pay any amount. Thus, the complainant cannot now lay claim over the possession of the unit in question after intentionally violating the terms of agreement and sitting over for more than 10-12 years.

55. The Hon'ble Supreme Court in Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh, (2021) 13 SCC 1, has affirmed that RERA does not dilute the binding nature of contractual obligations and that allottees remain bound by agreed payment terms unless statutory violations by the promoter are established.



56. The factual matrix further establishes continuous default, of not making payments within specified time, and failure to cure the breach despite multiple opportunities and extensions. The respondent exercised termination strictly in accordance with Clause 11 of the Agreement. The Supreme Court in *Kailash Nath Associates v. Delhi Development Authority*, (2015) 4 SCC 136, underscored that contractual consequences flowing from a demonstrable breach cannot be interfered with where default is proven and attributable to the defaulting party.

57. While the Real Estate (Regulation and Development) Act, 2016 is a welfare legislation enacted to safeguard the interests of homebuyers, it does not extinguish the doctrine of sanctity of contract. RERA seeks to balance consumer protection with commercial certainty. The regulatory framework does not permit an allottee to retain contractual benefits while simultaneously disregarding reciprocal obligations. Relief under RERA is intended to remedy promoter misconduct, not to immunize allottees from the consequences of contractual non-performance. Equity under RERA must operate in aid of lawful contractual compliance and cannot be invoked to reward persistent default.

58. In view of the foregoing analysis, this Authority concludes that the complainant failed to comply with the agreed payment schedule, committed repeated material breaches of the Builder Buyer Agreement, and did not establish any statutory violation or arbitrariness on the part of the respondent. Accordingly, the termination of allotment cannot be termed illegal, unjustified.

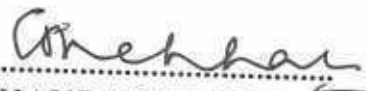
or violative of the RERA Act. The prayer seeking quashing of termination and restoration of allotment is therefore rejected.

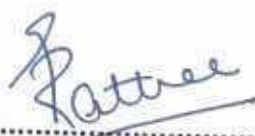
59. However, this order shall not prejudice the complainant's statutory rights, if any, to seek refund in accordance with the provisions of the RERA Act, 2016 and the terms of the Agreement. Since no specific prayer for refund has been made in the present proceedings, no direction on that aspect is being issued. The complainant shall remain at liberty to avail appropriate legal remedies in accordance with law.

60. Further, the complainant is seeking litigation cost. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & ors.*" (supra.), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainant is at liberty to approach the Adjudicating Officer for seeking the relief of litigation cost.



61. In view of aforesaid observations, present complaint stands **Disposed of**.
File be consigned to the record room after uploading of the order on the website
of the Authority.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S. SACHDEV
[CHAIRMAN]